

O I P E 14P83
MAY 07 2007
U.S. PATENT AND TRADEMARK OFFICE

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

X
JF
IPW

Applicant: Vicky Sze

Title: ~~METHOD AND SYSTEM AUTOMATICALLY TO REMIND PARTIES TO A NETWORK-BASED TRANSACTION TO COMPLY WITH OBLIGATIONS ESTABLISHED UNDER A TRANSACTION AGREEMENT~~

Docket No.: 2043.264US1

Serial No.: 09/827,132

Filed: April 3, 2001

Due Date: May 7, 2007

Examiner: Timothy M. Harbeck

Group Art Unit: 3692

MS Appeal Brief - Patents

Commissioner for Patents

P.O. Box 1450

Alexandria, VA 22313-1450

We are transmitting herewith the following attached items (as indicated with an "X"):

Appellant's Reply Brief Under 37 C.F.R. 41.41 (4 pgs.).
 Return postcard.

If not provided for in a separate paper filed herewith, Please consider this a PETITION FOR EXTENSION OF TIME for sufficient number of months to enter these papers and please charge any additional fees or credit overpayment to Deposit Account No. 19-0743.

SCHWEGMAN, LUNDBERG, WOESSNER & KLUTH, P.A.

Customer Number 49845

By: Larry J. Johnson
Atty: Larry J. Johnson
Reg. No. 56,861

CERTIFICATE UNDER 37 CFR 1.8: The undersigned hereby certifies that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail, in an envelope addressed to: MS Appeal Brief - Patents, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on this 4 day of May, 2007.

Name

Peter Rebuffoni

Signature



MAY 07 2007
S/N 09/827,132

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Appellant:	Vicky Sze	Examiner:	Timothy Harbeck
Serial No.:	09/827,132	Group Art Unit:	3692
Filed:	April 3, 2001	Docket:	2043.264US1
Title:	METHOD AND SYSTEM AUTOMATICALLY TO REMIND PARTIES TO A NETWORK-BASED TRANSACTION TO COMPLY WITH OBLIGATIONS ESTABLISHED UNDER A TRANSACTION AGREEMENT		

APPELLANT'S REPLY BRIEF UNDER 37 C.F.R. § 41.41

MS Appeal Brief - Patents
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

In response to the Examiner's Answer mailed March 7, 2007, please see the remarks below:

REMARKS

Discussion of the rejection of claims 1, 3-18, 20-35 are rejected under 35 U.S.C. 103(a) as being unpatentable over Conklin et al. (U.S. 6,141,653, hereinafter "Conklin") in view of Horn et al. (U.S. Publication No. 2001/0037204 A1, hereinafter "Horn").

Appellant appreciates the Examiner's thorough Answer. However, Appellant respectfully submits the Examiner's Answer has clarified the Appellant's assertion the Examiner has mischaracterized the teachings of the references with respect to the currently claimed subject matter. The limitation in question reads as follows:

automatically presenting a reminder option to the first party that is exercisable by the first party to remind the second party to comply with the obligations of the second party imposed under the commerce transaction agreement (Emphasis added).

The Examiner states on page 5 of the Examiner's Answer:

As to appellants point that the reminders for a pending offer are "automatically generated" in Horn, this is also the case in the claimed language of the present invention ('automatically presenting a reminder option')....In other words, the system initially sends a reminder to the parties about a pending obligation, exactly as in the present invention. The examiner fails to see how these steps differ. (Emphasis by Examiner).

It is clear from this passage the Examiner has equated presenting a reminder *option* with sending a reminder. Applicant fails to see how these "steps" are the same. Claim 1 requires, "automatically presenting a reminder option to the first party that is exercisable by the first party to remind the second party...." (Emphasis added). The Examiner asserts paragraph [0027] of Horn, as previously cited by the Appellant to highlight generation of only "a reminder," discusses this limitation. Paragraph [0027] reads in part, "...if a party fails to participate in the negotiation process, the system automatically sends the party reminders of a pending offer...." (Emphasis added). This paragraph and citation clearly illustrates that the system of Horn automatically

sends reminders and does not *present*, “a reminder *option* to the first party that is *exercisable* by the first party *to remind* the second party to comply with the obligations of the second party imposed under the commerce transaction agreement.” (Emphasis added).

The Examiner on page 6 of the Examiner’s Answer addresses an exercisable option and concludes in the following passage:

....The 'first party' then has an additional option (i.e. an exercisable option of the system) to contact the second party to remind them to comply with obligations (namely complete the transaction in question).

Therefore the examiner maintains his stance that a 'first party' of Horn receives an automatic initial system reminder option (paragraph 0017). The first party then has a further ability to 'exercise' this reminder option, via the system, to contact 'the second party' to remind them to comply (paragraphs 0020-0023).

It is unclear how this “option” to contact the second party to remind them after the “initial automatic reminder” teaches or suggests, “automatically presenting a reminder option to the first party that is exercisable by the first party to remind the second party to comply with the obligations of the second party imposed under the commerce transaction agreement.” It is clear from the claim that the automatically presenting of the reminder option is what is exercisable by the first party and that this reminder option, if exercised (because it’s exercisable) is to remind the second party to comply. Neither Conklin nor Horn, alone or in combination, teach or suggest claim 1.

CONCLUSION

Appellant respectfully submits that the claims are in condition for allowance and notification to that effect is earnestly requested. The Examiner is invited to telephone Appellant's attorney at 408-278-4045 to facilitate prosecution of this application.

If necessary, please charge any additional fees or credit overpayment to Deposit Account No. 19-0743.

Respectfully submitted,

VICKY SZE

By his Representatives,

SCHWEGMAN, LUNDBERG, WOESSNER & KLUTH, P.A.
P.O. Box 2938
Minneapolis, MN 55402
408-278-4045

Date May 4, 2007

By _____


Larry J. Johnson
Reg. No. 56,861

CERTIFICATE UNDER 37 CFR 1.8: The undersigned hereby certifies that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail, in an envelope addressed to: MS Appeal Brief - Patents, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on this 4 day of May 2007.

Name Peter Rebuttoni


Signature